



USAID | INDONESIA

FROM THE AMERICAN PEOPLE

SOLICITATION NO. : Indonesia 06-014
ISSUANCE DATE : May 19, 2006
CLOSING DATE : June 21, 2006 3:00 p.m.
Jakarta Time

**SUBJECT: Request for Proposal (RFP) for Maintenance and Repair Services of
USAID Building, Jakarta**

To All Prospective Offerors:

The United States Agency for International Development (USAID) is requesting proposals for the provision of Maintenance and Repair Services for the USAID Building facilities in Jakarta as described in the enclosed solicitation.

USAID intends to award a cost-plus fixed fee time and materials (term) contract to one contractor as a result of this solicitation. If you are interested in participating in this Request for Proposal (RFP), you are required to submit proposals in two volumes. Volume I will be a Technical Proposal and Volume II will be a Cost Proposal. Details of requirements as it relates to this solicitation described in Section L.8. Proposals are to be clearly marked "**RFP INDONESIA 06-014**" and submitted to the following address:

Mr. Dale J. Gredler
Contracting Officer
Office of Procurement
USAID/Indonesia
American Embassy Jakarta
Jl. Medan Merdeka Selatan 3-5
Jakarta 10110, Indonesia

SOLICITATION NO. INDONESIA 06-014
Closing Date: June 21, 2006

The Statement of Work is contained in Section C of the solicitation document. We have also attached the format for preparation of your cost proposal with corresponding instructions. In preparing your cost proposal, please use the plug figures as set forth in Section B.4. of the solicitation document. Your proposals should cover these requirements and logistic support to be supplied by the Contractor. In order to be eligible for the contract, the prospective contractor must have a permanent office in Jakarta.

Please read the instructions carefully, particularly Sections B, C, G, L, and M, before submitting your proposal. Your proposal should respond to and comply with the evaluation criteria contained in Section M of this solicitation. Any discrepancy in following the instructions or contract provisions may result in your offer being disqualified from further consideration. Offerors are also requested to include the solicitation number on the outer envelope of the proposal.

The site visit/pre-bid conference for all interested offerors will be conducted on June 6, 2006 at 1:00 p.m. in the PAS Auditorium, U.S. Embassy Jakarta. To attend this conference, parties must request attendance in writing via e-mail or fax at the numbers/e-mail provided below. Further instructions on requirements for attendance will be given to those who request attendance in writing.

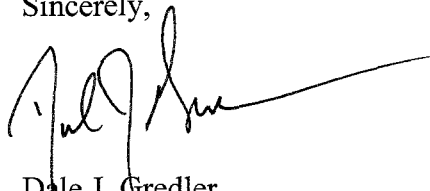
The Offerors are responsible for the timely submission and delivery of all necessary documents. ***Telegraphic, fax, or e-mail proposals or telegraphic notices of intent to propose are not authorized for this requirement and will not be accepted.*** The submission of proposal is requested to be received no later than **3:00 p.m. Jakarta time on June 21, 2006**. **Late offers will not be accepted!** All offers are subject to such provisions, clauses, representations, certifications, and specifications are attached or incorporated by reference. Offerors who elect to hand carry proposals for delivery are encouraged to call the Office of Procurement at telephone number (021) 3435-9490 or (021) 3435-9482 and not leave the proposals at the American Embassy front gate. Contractors should retain for their copies of all enclosures that accompany their proposals.

Questions and clarifications concerning this request for proposal should be in writing and submitted via e-mail to rfp06-014@usaid.gov or by facsimile number (021) 3483-0222 and (021) 380-6694. No telephone calls regarding this procurement will be accepted.

Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to this solicitation if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors.

Issuance of this solicitation does not constitute an award commitment on the part of the U.S. Government nor does it commit the Government to pay for costs incurred in the submission of a proposal. Further, the Government reserves the right to reject any or all proposals received or to award a contract without negotiations if such action is considered to be in the best interest of the Government.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dale J. Gredler', with a long horizontal flourish extending to the right.

Dale J. Gredler
Contracting Officer
USAID/Indonesia

| | | | | | | | | | |
|---|--|---|--|--|--|---|--|--|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING <div style="text-align: center;">N/A</div> | | PAGE OF <div style="text-align: center;">1</div> | | PAGES <div style="text-align: center;">48</div> | |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER <div style="text-align: center;">RFP NO. INDONESIA 06-014</div> | | 4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED <div style="text-align: center;">May 19, 2006</div> | | 6. REQUISITION/PURCHASE NUMBER | |
| 7. ISSUED BY OFFICE OF PROCUREMENT USAID/Indonesia American Embassy Jl. Medan Merdeka Selatan No. 3-5 JAKARTA 10110, INDONESIA | | | | CODE | | 8. ADDRESS OFFER TO (If other than Item 7) | | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original _____ (See Section L.8) _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Procurement Office, USAID/Indonesia, Jl. Merdeka Selatan No. 3-5, Jakarta until 03:00 p.m. local time June 21, 2006
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

| | | | | | | | |
|---------------------------|--|---|--|--|--|---|--|
| 10. FOR INFORMATION CALL: | | A. NAME <div style="text-align: center;">Office of Procurement</div> | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. <div style="text-align: center;">(62-21) 3435-9000 9490/9482</div> | | C. E-MAIL ADDRESS <div style="text-align: center;">rfp06_014@usaid.gov</div> | |
|---------------------------|--|---|--|--|--|---|--|

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OFFER (Must be fully completed by offeror)

NOTE: item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | | |
|---|--|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) | | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |

| | | | | | |
|----------------------------------|--------|---|----------|--|----------------|
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NUMBER | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | | 17. SIGNATURE | |
| AREA CODE | NUMBER | EXT. | | | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | | | |
|---|--|---|----------------------------------|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT <div style="text-align: center;">\$.00</div> | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) () | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM |
| 24. ADMINISTERED BY (If other than Item 7) Office of Procurement USAID/Indonesia American Embassy Jakarta Jl. Medan Merdeka Selatan 3-5 Jakarta 10110, Indonesia | | 25. PAYMENT WILL BE MADE BY Office of Financial Management USAID/Indonesia American Embassy Jl. Medan Merdeka Selatan 3-5 Jakarta 10110, Indonesia | | CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) Dale J. Gredler Contracting Officer | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PURPOSE

The purpose of this contract is to provide maintenance, repair, janitorial, and incidental services, as further described in Section C hereof, for USAID office buildings and warehouse owned and leased by USAID.

[End of Clause]

B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a cost-plus fixed fee time and materials (term) contract. The Contractor shall be reimbursed for all allowable, reasonable, and allocable direct costs associated with personnel providing maintenance, repair, janitorial and incidental services set forth under this contract. Upon satisfactory performance under the contract the contractor shall be provided the pre-negotiated fee set forth in the contract. An estimated budget for these costs is set forth below. In addition the Contractor will be paid a fixed price for administration of these personnel and the services they perform. For the consideration set forth below the Contractor shall perform the services further described in Section C.

[End of Clause]

B.3 ESTIMATED COST, FIXED PRICE AND OBLIGATED AMOUNT

- (a) The estimated amount for reimbursement of direct costs associated with personnel providing maintenance/repair, janitorial and incidental services under this contract is Rp. _____.
- (b) The fixed price payable to the Contractor for administration of these personnel and direction of the services which they perform is Rp. _____. This amount shall be paid to the Contractor in monthly payments, on a pro-rata basis, during the life of the contract.
- (c) The combined estimated reimbursable costs and the fixed price for administration is Rp. _____.
- (d) The amount currently obligated and available for payment of costs incurred under this contract is US\$ _____. The Contractor shall not exceed the aforesaid obligated amount.

- (e) Funds obligated herein are anticipated to be sufficient through _____.
- (f) The currency of payment under this contract shall be in Indonesian Rupiah. Although payment will be made in Indonesian Rupiah, under no circumstances will USAID pay to the Contractor any amount which exceeds the total USAID contract amount of Rp. _____ or the Rupiah equivalent of the total U.S. dollar obligated amount of US\$ _____ whichever is less.

[End of Clause]

B.4 COST REIMBURSABLE

The costs allowable for reimbursement shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment and AIDAR 752.7003, Documentation for Payment. The estimated budget for these costs is as follows:

INITIAL THREE YEAR PERIOD

| | Amount |
|--------------------------------|---------------|
| Category of Cost | |
| Salaries | Rp. _____ |
| Fringe Benefits | _____ |
| Uniforms | _____ |
| Cleaning Supplies | 178,740,000 |
| Building Maintenance Materials | 476,640,000 |
| Pumping/Cleaning Septic Tanks | 19,860,000 |
| Gardening | 19,860,000 |
| Other Direct Costs | _____ |
| Total Direct Cost | Rp. _____ |
| Administrative costs | _____ |
| Fixed Fee | _____ |
| TOTAL ESTIMATED COST | Rp. _____ |

[End of Clause]

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PURPOSE

To provide the required technical skills to accomplish the maintenance and repair of USAID Office buildings (3) and compound at Jalan Merdeka Selatan 3, Jakarta and one (1) Warehouse. Contractor's performance under this contract will be under the technical direction of the USAID Executive Officer (USAID/EXO), or his designee, hereinafter referred to as the Cognizant Technical Officer (CTO).

C.2 SPECIFIC RESPONSIBILITIES

C.2.1 Under the technical guidance of the USAID/EXO, the Contractor shall provide teams of skilled and unskilled labourers to maintain and repair USAID office buildings and residential facilities as described in Section C.3 below. Maintenance and repair services shall be required for, but may not be limited to, the following specific items:

- (1) Equipment and appliances
- (2) Plumbing system
- (3) Electrical system
- (4) Building structure and grounds
- (5) Janitorial and incidental services

C.2.2 Routine services are expected to be performed between the hours of 07:00 to 18:00, Monday through Sunday, with shifted work schedule. When specifically requested by the USAID/EXO, the Contractor may be required to perform certain tasks or provide certain services outside of normal working hours.

C.2.3 USAID shall provide office space for the Contractor's Foreman at the USAID compound and an auxiliary office for other staff at the office complex. USAID will furnish the office furnishings excluding computer equipment.

C.2.4 Work orders submitted by USAID employees will be reviewed and prioritized by the Executive Officer or his designee. The work orders will be discussed at the beginning of each workday with the Executive Officer or his designee and the Contractor Foreman.

C.2.5 Contractor is expected to provide emergency crews or individual crew members within two hours of receiving a request from USAID.

C.2.6 Major structural repairs are not included in the basic scope of work of this contract; however, USAID may request the Contractor to perform additional repair or maintenance work as a separate activity as described under paragraph C.3.12, "Incidental Maintenance Work".

C.3 MAINTENANCE SPECIFICATION

The Contractor will perform the following services for three (3) USAID office buildings owned by USAID, and miscellaneous matters at the warehouse.

C.3.1 Preventive Maintenance Services

The Contractor shall perform periodic preventive maintenance with a detailed schedule for USAID offices (at 3-month intervals) according to recommendations outlined in the Real Estate Management System (REMS) for the following equipment and building systems:

- (1) Refrigerators, freezers, air conditioners, microwave ovens, fans, air-cleaners, fire extinguishers;
- (2) Light fixtures, electrical distribution panels, outlets and switches;
- (3) Water supply/filter systems, water pumps, lavatories, toilets and urinals, water pipes, plumbing systems and fixtures;
- (4) Roofs, walls, floors, doors, windows;

Required Personnel:

Quality Assurance Inspector (Full-time position)
Foreman
Assistant Foreman
Multi-skilled/electrician
Multi-skilled/air conditioning & refrigeration
Mechanic/technician
Carpenter
Plumber/Mason

Work schedule: 07:00- 18:00 (Monday through Sunday shifted schedule)

C.3.2 Corrective Maintenance/Repair Services

The contractor will provide maintenance and repair services during Monday through Sunday shifted schedule which include the replacement of worn parts, repair of malfunctioning equipment/systems, alteration, modification and other services to bring the condition of the equipment and/or machinery and systems into a manufacturer standard quality, for office buildings and residential facilities as follows:

- (1) Equipment & appliances: Refrigerators, freezers, air conditioners, microwave ovens, fans, air-cleaners, dehumidifier and fire-extinguishers.

Required Personnel: Multi-skilled technician

- (2) Plumbing systems: Water pumps, toilets & urinals, lavatories, water pipes, plumbing systems and fixtures;

Required Personnel: Plumber/Mason

- (3) Electrical systems: Electrical distribution panels, light fixtures, outlets and switches;

Required Personnel: Multi-skilled technician

- (4) Buildings & grounds: Roofs, walls, floors, doors, windows and fences, gutters and downspout, glass panes, screens & grills, drainage systems

Required Personnel: Carpenter

C.3.3 Emergency Duty Crew

The Contractor shall provide duty personnel for emergency services outside normal work hours, weekends and holidays. The emergency services will cover such services as repair of short circuited electric circuitry, malfunctioning water pumps, blown fuses and other repairs to the building systems of a security nature, e.g., security locks, exterior windows and doors.

C.3.4 Janitorial & Incidental Services

The Contractor shall perform janitorial services necessary to maintain a clean, healthy, liveable and usable environment in required locations. These services will consist of, but not be limited to, the following:

(1) USAID Office Buildings:

- a. Daily duties: Collecting waste materials, cleaning office floors includes kitchenettes on each floor as well as the employee lounge located in the basement, vacuuming carpets/rugs in offices and stairway, dusting/polishing furniture, replacing empty water bottles, cleaning lavatories, polishing brass works, and vacuuming rugs and carpets where located in offices.
- b. Weekly duties: Cleaning venetian blinds/sunshades, cleaning toilet floors.
- c. Monthly duties: Cleaning interior & exterior glass panes, partitions, and pressure-cleaning toilets.

Work schedule from Monday through Sunday shifted schedule and required personnel-

| | |
|--|----------------------------------|
| (I) Main building: | 07:00- 15:00: four (4) labourers |
| | 09:30- 18:00: four (4) labourers |
| (II) Annex/OFM: | 07:30- 16:00: one (1) labourer |
| (III) Annex/EDU and Ancillary buildings: | 07:30- 16:00: one (1) labourer |
| (IV) Grounds & compound: | 07:30 -16:00: one (1) labourer |

(2) USAID Leased property maintenance:

Perform cleaning services for the Leased property maintenance during vacancy and/or prior to occupancy and minor furniture moving.

Required Personnel: Labourers on request
Work schedule: 07:30- 18:00 (Monday through Sunday shifted schedule)

(3) Warehouse services:

Perform lifting, moving, rearranging and delivery of NXP equipment, furniture, supplies to residences and offices. Ensure that warehouse is maintained in a clean, orderly and safe manner. This will include the ICASS consolidated services.

Required Personnel: Ten (10) labourers (Monday - Sunday shifted schedule).

(4) Plant Care/Maintenance:

Positioning, maintaining and watering plants situated in the public/common areas, the front office, and lobby area. The plants should be moved outdoors daily or weekly at a minimum to sufficiently ensure healthy plants.

Required personnel: Three (3) gardeners/janitors, as scheduled.

(5) Incidental services:

Perform other incidental services involving unskilled labourers to assist technicians with preventive and corrective maintenance tasks and the movement of office and warehouse furniture as needed.

Required Personnel: Nine (9) person months of **unskilled labourers** to be identified, as needed upon request.

C.3.5 Additional Labor and Skilled Maintenance

In addition to the required personnel identified above, it may be necessary for the Contractor to provide additional incidental laborer and skilled maintenance personnel if specifically requested and/or approved by the Executive Officer based on workload changes. Each such requirement will be reviewed on a case-by-case basis and formally approved through the work order system.

C.3.6 Quality Assurance Inspector

The Contractor shall provide one (1) Quality Assurance Inspector to manage and be responsible for the quality of the work performed by the contractor's technicians and labourers. The Inspector shall be graduated from high school in engineering and vocational training or three (3) years experience in the building and maintenance quality control. This is a full-time position.

C.3.7 Maintenance Foreman

The Contractor shall provide one (1) maintenance foreman to supervise the skilled labourer in the execution of the work. The maintenance foreman shall be graduated from secondary school in electrical or civil engineering. This is a full-time position.

C.3.8 Multi-Skill Technicians

The Contractor shall provide multi-skill technicians who are able to perform carpentry, masonry, plumbing, AC/refrigeration, and electrical work and be able to deal with detailed technical direction and exercise close control over the accomplishment of work. The Contractor will be responsible for ensuring that every task is satisfactorily completed by personnel assigned to this contract effort and that there is no discrepancy in the work assignment.

C.3.9 Plant Care/Maintenance

The Contractor shall arrange acquisition, positioning, maintaining and watering plants situated in the public/common areas, the front office, and lobby area. The plants should be moved outdoors daily or weekly at a minimum to sufficiently ensure healthy plants. The USAID/EXO shall indicate what types of plants should be acquired for office use.

C.3.10 Vehicles

A minimum of one vehicle for transportation of maintenance personnel is required. The contractor shall be responsible for all operational and maintenance costs (including, but not limited to provide one (1) driver, licensing, insurance, maintenance, repairs, fuel).

C.3.11 Materials and Supplies

The Contractor will be responsible for providing cleaning supplies and basic building maintenance materials, necessary for the performance of the work, in a timely manner (not to exceed 24 hours after receipt of a work order). These materials must meet the standard quality approved by the USAID/EXO at time the contract is signed. The required materials will include, but may not be limited to: paint, cement, wall fillers, rags, brooms, baskets, pails, disinfectants, glass cleaners, polishing paste, coffee, tea, sugar, etc. The Contractors are to use annual standard plug figures in their proposals for the cost of cleaning supplies, building maintenance materials, fertilizers/plants and pumping/cleaning of septic tanks which described in the Attachment J.7.7.1.

C.3.12 Incidental Maintenance Work

The Contractor may be required to provide incidental "renovation" services as requested and/or approved by the Executive Officer. Such "renovation" services will be paid at fixed price basis for actual labor on an hourly rate and supply/material cost under this contract. The services may include, but not be limited to, the following work:

- (1) Painting interior and exterior
- (2) Remodeling office walls and partition
- (3) Electrical & plumbing work
- (4) Replacing doors and windows
- (5) Carpentry and masonry work

C.4 KEY PERSONNEL

C.4.1 The key personnel who the contractor shall furnish for the performance of this contract are as follows:

- Quality Assurance Inspector (1)
- Foreman (1)
- Asst Foreman (1)
- Multi-skilled technician/electrician (1)
- Multi-skilled technicians/air conditioning/refrigeration(1)
- Mechanic/technician (1)
- Carpenters (1)
- Plumber/Mason (2)
- Gardeners/janitors (3)
- Labourers (21): eleven (11) – Office, and ten (10) Warehouse.
- Driver (1)

C.4.2 The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of these categories of personnel, the Contractor shall notify the Contracting Officer and the USAID/EXO reasonably in advance and shall submit justification (including proposed substitutions) insufficient detail to permit evaluation of the impact on the required services. No replacement shall be made by the Contractor without written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Proposed substitution must be submitted simultaneously to the Contracting Officer and the USAID Executive Officer not later than 30 days after the diversion of any specified individuals. Failure to exercise this may be considered non-performance by the contractor. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate.

C.5 JOB DESCRIPTION

The following is the minimum qualification of the key personnel assigned to the work being performed hereunder:

C.5.1 Quality Assurance Inspector.

Graduate from Technical High School with vocational engineering training and three (3) years experience as journeyman in the building and maintenance quality control

C.5.2 Maintenance Foreman.

Graduate from Technical High School majoring in civil trade with five (5) years experience as journeyman and supervision of more than 12 subordinates.

- C.5.3 Assistant Foreman.
Graduate from Technical High School majoring in mechanical trade with five (5) years experience as journeyman.
- C.5.4 Multi skilled technician/electrician.
Graduate from Technical High School majoring in electrical trade with five (5) years experience as journeyman.
- C.5.5 Multi skilled technician/air conditioning/refrigeration.
Graduate from Technical High School majoring in mechanical trade with five (5) years experience as journeyman.
- C.5.6 Mechanic/technician
Graduate from Technical High School majoring in mechanical trade with three (3) years experience as journeyman.
- C.5.7 Carpenter.
Graduate from Technical High School majoring in civil trade with three (3) years experience as journeyman.
- C.5.8 Plumber/Mason.
Graduate from Technical High School majoring in civil trade with three (3) years experience as journeyman.
- C.5.9 Gardener.
Graduate from Secondary School with three (3) years experience in the gardening and landscaping.
- C.5.10 Labourer.
Graduate from Secondary School with three (3) years experience in the office cleaning and housekeeping.
- C.5.11 Driver
Graduate from Secondary School with three (3) years experience in the driving various type of vehicles such as sedan, minibus and truck and possesses valid B driving license.

C.6 ESTIMATED LEVEL OF EFFORT

- C.6.1 The estimated level of effort for the performance of this contract, on which the budget is predicted, shall be 501 total person-months of direct employee labor.

C.6.2 The estimated composition of the total person-months of effort is as follows:

| <u>Position</u> | <u>Person-months</u> |
|--|----------------------|
| Quality Assurance Inspector (1) | 12 |
| Foreman (1) | 12 |
| Assistant Foreman (1) | 12 |
| Multi-skill technician/electrician (1) | 12 |
| Multi-skill technician/A/C (1) | 12 |
| Mechanic/technician (1) | 12 |
| Carpenters (1) | 12 |
| Plumbers/Mason (2) | 24 |
| Labourers (21) | 252 |
| Gardeners/Janitors (3) | 36 |
| Driver (1) | 12 |
| Part time (ref: C.3.4(5)) | 9 |
| TOTAL | 501 |

C.7 REPORTS

The Contractor is required to submit monthly progress reports to the USAID Executive Officer, along with monthly invoices for services provided. Each report will include the following information:

- (1) Total number of work orders received during the month and the stage of completion of each work order.
- (2) Identifying any cases of defects or discrepancies noted in the buildings or any of the systems that will require the special attention of the USAID Executive Officer.
- (3) Analysis of the circumstances and/or suspected causes of such defects along with the Contractor's recommendations for correction.

C.8 PERIOD OF PERFORMANCE

The effective date of this work is _____ and the estimated completion date is _____. The total Period of Performance for this Contract shall be three (3) years with a one year option period. The option shall only be executed at the convenience of the Government and will subject to satisfactory performance, availability of funds, and USAID administrative approvals. The total Period of Performance for this contract shall not to exceed a total of four (4) years (including the option of executed). The period of performance for option period is _____.

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

D.1. MARKING REQUIREMENTS FOR ACQUISITION AWARDS

This branding web page provides guidance for all USAID funded acquisition awards. It contains an electronic version of the Graphic Standards Manual for the United States Agency for International Development (USAID). This manual is compulsory for all Agency employees and contractors producing communications and program materials funded by USAID. Print copies of the manual were distributed to Agency bureaus and missions. Contractors should download a copy from this site: <http://www.usaid.gov/branding/acquisition.html>

All branding questions, including items not covered in the manual, should be addressed in writing to USAID Senior Advisor to the Administrator Joanne Giordano at jgiordano@usaid.gov. Contractors must copy their CTOs on all correspondence.

Downloadable files for our updated logo and new brandmark, which together form the USAID Standard Graphic Identity or the USAID Identity, are provided. The USAID Identity must be used to mark all programs, projects, activities, public communications, and commodities funded by USAID. Contractors own organizational logos should NOT be included on program materials (except business cards) unless approved in advance by USAID.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

- E.1 This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FAR 52.246-5, Inspection of Services-Cost Reimbursement (APR 1984), is hereby incorporated into this contract by reference.

- E.2 USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID Executive Office, Jakarta, Indonesia

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

- E.3 Contractor Inspection Requirement

- (a) The entire operation of the contracted services shall be superintended by the contractor or his designated representative who shall maintain close liaison with the CTO in order to coordinate the performance of contracted services with the needs of the government. The Contractor shall institute an appropriate inspection system including a checklist to carry out and cause to be carried out by the Contractor's senior employees the periodic inspection of work to determine whether or not the various services are being performed according to the schedule of services of the contract and at the acceptable levels of quality in performance. Any shortcomings and/or substandard conditions noted in such inspections shall promptly be corrected and improved; and any condition beyond the responsibility of the Contractor shall be brought to the attention of the CTO immediately.
- (b) The Contractor shall be responsible for taking disciplinary action with respect to the Contractor's employees as may be necessary. The Contractor shall immediately report to the CTO in writing any termination of personnel under this contract and the reason for such termination. Any disagreement under this contract shall be discussed with the Contracting Officer and may be initiated by the CTO or the Contractor. Any formal dispute under this contract shall be settled in accordance with the "Disputes" clause of this Contract.
- (c) The Government reserves the right to demand removal of any of the Contractor's employees whose service is deemed contrary to the Government's interest.

- (d) The Contractor shall submit a Time and Attendance Report for all Contract employees and have that Report certified by the CTO. This report shall show the period covered and the actual hours worked. The Report shall be used as the basis for payment of cost and for deducting the corresponding amount for failure to perform the required services.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.242-15 STOP WORK ORDER AUG 1989
Alternate 1 (APR 1984)

52.247-55 F.O.B. POINT FOR DELIVERY OF
GOVERNMENT-FURNISHED PROPERTY (JUNE 2003)

[END OF CLAUSE]

F.2 PERIOD OF PERFORMANCE

The effective date of this contract is _____ and the estimated completion date is _____. Subject to satisfactory performance, availability of funds, and USAID administrative approvals, this contract may be extended for an additional one year period, not to exceed a total of four (4) years. The period of performance for option period, if any, is:

OPTION PERIOD 1 _____

F.3 SERVICES MUST BE AUTHORIZED

The Government shall not be responsible for any work performed which is not specifically provided under the terms of this Contract or authorized in writing by the Contracting Officer. Work performed that is beyond the scope of this contract and is at the express written request of the Government shall be compensated for separately and is subject to the approval of the Contracting Officer.

F.4 SUSPENSION OF WORK

The Contracting Officer, by written notice to the Contractor, may suspend all or part of the requirements of this contract for such periods of time as may be necessary for the convenience of the Government.

[End of Clause]

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LOGISTIC SUPPORT

G.1.1 The following items of logistic support will be provided by USAID/Jakarta:

- (1) Office space
- (2) Office equipment & supplies
- (3) Basic tools(*)
- (4) Spare parts for equipment and major systems
- (5) Maintenance workshop space and facilities
- (6) One vehicle

(*) These tools will remain the property of USAID and must be returned to USAID at completion of the contract. In accordance with the clauses FAR 52.245-5 and AIDAR 752.245-70 entitled "Government Property", which are incorporated herein by reference, the Contractor is responsible for maintaining and safeguarding all tools and equipment furnished by USAID.

G.2 PERSONNEL COMPENSATION

G.2.1 The Contractor shall be responsible for paying the salaries of all personnel performing services under this contract according to the compensation plan which has been approved by the USAID Executive Officer.

G.2.2 The Contractor will seek prior approval from the USAID Executive Officer before scheduling work which will result in the payment of overtime or holiday pay. The Contractor further agrees to schedule all annual leave of personnel assigned to this contract in consultation with the USAID Executive Officer. All work performed as overtime on regular workdays, holidays and rest days shall be compensated at one and one-half the employee's base salary. The contractor also agrees that such payments will also be computed so as to comply with the Government of Indonesia Labor Policies in effect during the period of this contract including the Lebaran Bonus.

G.2.3 The Contractor shall enroll each individual employed under this contract (including one spouse and up to two other legal dependents) in a group hospitalization insurance plan approved by USAID. The costs of premiums for this coverage are reimbursable hereunder.

G.2.4 The Contractor agrees that no other gifts, gratuities or monetary benefits beyond those mentioned above will be reimbursable by USAID for any employee performing services under this contract.

G.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

[End of Clause]

G.4 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is the USAID Executive Officer or his designee at:

USAID Executive Office
American Embassy
Jl. Medan Merdeka Selatan # 3-5
Jakarta, Indonesia
Telephone: (021) 3435-9452

The CTO shall be designated by letter from the Contracting Officer and all of the responsibilities and authorities will be contained in this letter. The Contractor will be provided a copy of this letter.

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Direction is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered.

Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

- (b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer,
 - (4) Issue written interpretations of technical requirements of Government, drawings, designs, and specifications.
 - (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
 - (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required,

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- (c) The CTO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in his or her place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.
- (e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e., Federal Acquisition Regulation and Agency for International Development

Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.6 ADMINISTRATIVE CONTRACTING OFFICE

All administrative actions related to this contract will be performed by the Office of Procurement, USAID, Jakarta, Indonesia.

G.7 PAYING OFFICE

The paying office for this contract is:

Office of Financial Management
USAID/Indonesia
American Embassy
Jl. Medan Merdeka Selatan # 3-5
Jakarta, Indonesia

G.8 PAYMENT

Upon satisfactory completion of the terms of this contract and services described herein, the Government agrees to pay the Contractor monthly, as indicated in the schedule of rates after receipt of an invoice (an original and three copies). This invoice shall be certified by the CTO prior to payment.

G.9 REPORTS

The Contractor shall submit bi-weekly performance reports to the CTO covering all areas of performance under this contract. The report should include any problems encountered,

solutions employed, level of completion of items outlined in the description of work as well as any other information pertinent to the performance of the contract or requested in writing by the CTO.

G.10 ITEMS TO BE FURNISHED BY THE CONTRACTOR

See Section J, Attachment J-5. CONTRACTOR FURNISHED MATERIALS.

G.11 ITEMS TO BE FURNISHED BY THE GOVERNMENT

See Section J, Attachment J-6. GOVERNMENT FURNISHED MATERIALS.

G.12 ACCOUNTING AND APPROPRIATION DATA

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor to ensure compliance with these Executive Orders and laws.

H.2. "STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (SEPTEMBER 2004)"

- (a) One of the objectives of the USAID Disability Policy is to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website: http://www.usaid.gov/about/disability/financed_construction.html.
- (b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.
- (c) The contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.
- (d) New Construction. All new construction will comply with the above standards for accessibility.
- (e) Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the contractor obtains the Contracting Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in

full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

- (f) Exceptions. The following construction related activities are excepted.

H.3 AUTHORIZATION TO PERFORM

By entering into this Contract the Contractor certifies that: 1) it has obtained authorization to operate and do business in the country where this services are to be performed; 2) it has obtained and shall maintain all necessary licenses and permits required to perform the services under the Contract; 3) it shall fully comply with all laws, decrees, labor standards and regulations of the country where the services are performed during the entire period of performance of the Contract.

H.4 INSURANCE AND SAFETY MEASURES

- (a) Unless the requirement for insurance is waived by the Contracting Officer, the Contractor shall obtain insurance against personal injury and property damage arising from the performance of the contract, whether or not such insurance is required by Indonesian law.
- (b) Copies of Insurance Policies shall be submitted to the Contracting Officer, who may require changes or additions thereto, if deemed necessary to protect the Government's interest. Such policies shall be delivered to the Contracting Officer within 15 days of execution of the Contract.
- (c) The Contractor shall comply with all local labor laws relating to health and safety.
- (d) The Contractor shall assume full responsibility for the protection of all persons and property against injury and damage at the work site.

H.5 CONTRACTOR PERSONNEL

- (a) The Contractor shall insure that all persons employed in the performance of this Contract are qualified and are in possession of the necessary licenses required in their respective trades, if any.
- (b) The Contractor shall insure that his personnel shall be free from any communicable diseases and that are otherwise physically fit to perform the required duties under the Contract.
- (c) Personnel recruited under this Contract are subject to the Government's approval. All employees must pass suitable background investigations required by the Contractor and the Government. Identification cards shall be issued by the Contractor to all personnel and shall be carried by the individual at all times. The U.S. Embassy will also issue

identification to all personnel which must be worn at all times, subject to a complete background investigation and Regional Security Officer Approval.

All of the Contractor's employees shall wear clean, neat and complete uniforms with I.D. badges while on duty. These uniforms shall be subject to approval by the CTO. The costs of uniforms shall be the responsibility of the Contractor.

(d) Standards of Conduct

1. The Contractor shall maintain satisfactory standards of employee competency, conduct cleanliness, appearance and integrity and shall be responsible for taking such disciplinary actions deemed necessary to ensure the same.
2. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delay or failure to carry out assigned tasks, conducting personal affairs during duty hours without approval of a supervisor or the CTO.
3. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words and/or actions or fighting shall not be condoned. Also, participation in activities which interfere with normal and efficient Government operations shall not be condoned.
4. The Contractor shall not allow any employee to use, sell, possess or be under the influence of intoxicants and narcotics or substances that produce similar effects while on duty.

- (e) Contractor personnel are prohibited from selling food or any other goods during business hours.

H.6 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

The Contractor shall give those employees under the current contract who are terminated as a result of a change in contractors the right of first refusal for employment openings under this contract for positions for which they are qualified.

H.7 LANGUAGE REQUIREMENTS

The Contractor's personnel and/or consultants shall have language proficiency to perform their assigned duties. The English language shall be used in all written communications between the parties under this contract with respect to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the contract as authorized by the contracting officer.

(End of Clause)
[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| 52.202-1 | DEFINITIONS | JUL 2004 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JAN 2005 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | AUG 1996 |
| 52.215-8 | ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | DEC 2002 |
| 52.217-8 | OPTION TO EXTEND SERVICES | NOV 1999 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | APR 2006 |
| 52.223-12 | REFRIGERATION EQUIPMENT AND AIR CONDITIONERS | MAY 1995 |
| 52.225-11 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | AUG 1998 |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | AUG 1989 |
| 52.225-19 | EUROPEAN COMMUNITY SANCTION FOR SERVICES | JAN 1996 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-20 | LIMITATION OF COST | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |

| | | |
|-----------|--|----------|
| 52.232-25 | PROMPT PAYMENT | OCT 2003 |
| 52.233-1 | DISPUTES | JUL 2002 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-2 | CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984) | AUG 1987 |
| 52.244-2 | SUBCONTRACTS | AUG 1998 |
| 52.245-5 | GOVERNMENT PROPERTY (COST REIMBURSE- MENT, TIME-AND MATERIAL OR LABOR-HOUR CONTRACT) | JAN 1986 |
| 52.246-25 | LIMITATION OF LIABILITY - SERVICES | FEB 1997 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | MAY 2004 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

II. AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

| NUMBER | TITLE | DATE |
|------------|---|----------|
| 752.202-1 | USAID DEFINITIONS CLAUSE – GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS Alternate 70 | JAN 1990 |
| 752.211-70 | LANGUAGE AND MEASUREMENT | JUN 1992 |
| 752.228-3 | WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) | |
| 752.245-70 | GOVERNMENT PROPERTY--USAID REPORTING REQUIREMENTS | |
| 752.7001 | BIOGRAPHICAL DATA | JUL 1997 |
| 752.7006 | NOTICES | APR 1984 |
| 752.7007 | PERSONNEL COMPENSATION | JUL 1996 |
| 752.7008 | USE OF GOVERNMENT FACILITIES OR PERSONNEL | APR 1984 |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY | APR 1984 |
| 752.7013 | CONTRACTOR-MISSION RELATIONSHIPS | OCT 1989 |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS | JAN 1990 |
| 752.7025 | APPROVALS | APR 1984 |
| 752.7027 | PERSONNEL | DEC 1990 |

[End of Clause]

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

[End of Clause]

I.3 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing,

[End of Clause]

PART III – LIST OF ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET (AID FORM 1420-17)**
- J.2 CERTIFICATION REGARDING TERRORIST FINANCING**
- J.3 CERTIFICATION REGARDING LOBBYING ACTIVITIES**
- J.4 CONTRACTOR PERFORMANCE REPORT**
- J.5 CONTRACTOR FURNISHED MATERIALS**
- J.6 GOVERNMENT FURNISHED MATERIALS**
- J.7.7.1. BUILDING MAINTENANCE SERVICES COST PROPOSAL**
- J.7.7.2. EMERGENCY CREW AND ADDITIONAL LABOUR**

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

| | | | |
|---|--------------------------|--|-----------------------------------|
| 1. Name (Last, First, Middle) | | 2. Contractor's Name | |
| 3. Employee's Address (include ZIP code) | | 4. Contract Number | 5. Position Under Contract |
| | | 6. Proposed Salary | 7. Duration of Assignment |
| 8. Telephone Number (include area code) | 9. Place of Birth | 10. Citizenship (If non-U.S. citizen, give visa status) | |

1. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

| 12. EDUCATION (include all college or university degrees) | | | | 13. LANGUAGE PROFICIENCY | | |
|--|-------|--------|------|---------------------------------|----------------------|---------------------|
| NAME AND LOCATION OF INSTITUTION | MAJOR | DECREE | DATE | LANGUAGE | Proficiency Speaking | Proficiency Reading |
| | | | | | 2/S | 2/R |
| | | | | | 2/S | 2/R |
| | | | | | 2/S | 2/R |

14. EMPLOYMENT HISTORY

- Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.
- Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.

| POSITION TITLE | EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE # | Dates of Employment (mm/dd/yyyy) | | Annual Salary |
|----------------|---|----------------------------------|----|---------------|
| | | From | To | Rupiah |
| | | | | |
| | | | | |
| | | | | |

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

| SERVICES PERFORMED | EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE # | Dates of Employment (mm/dd/yyyy) | | Days at Rate | Daily Rate in Rupiah |
|--------------------|---|----------------------------------|----|--------------|----------------------|
| | | From | To | | |
| | | | | | |
| | | | | | |
| | | | | | |

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

| | | |
|--|--|------|
| Signature of Employee | | Date |
| Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution. | | |
| Signature of Contractor's Representative | | Date |

INSTRUCTIONS

Indicate your language proficiency in block 13 using the following numeric interagency Language Roundtable levels (Foreign Service Institute levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine social demands and limited work requirements.

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances; the educational information provides an indication of qualifications; the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435;
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

CERTIFICATION REGARDING TERRORIST FINANCING

As a condition of entering into the referenced agreement, [name of organization] hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex E to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: Sec 219 of the Immigration and Nationality Act, as amended (8 U.S.C. Sec 1189), the International Emergency Economic Powers Act (50 U.S.C. Sec 1701 et seq.), the National Emergencies Act (50 U.S.C. Sec 1601 et seq.), or Sec 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107-56 (October 26, 2001) (8 U.S.C. Sec 1182). [Name of organization] further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.

For the purposes of this certification, "material support and resources" includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

For purposes of this certification, "engage in terrorist activity" shall have the same meaning as in section 212(a)(3)(B)(iv) of the Immigration and Nationality Act, as amended (8 U.S.C. Sec 1182(a)(3)(B)(iv)).

For purposes of this certification, "entity" means a partnership, association, corporation, or other organization, group, or subgroup.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signature : _____

Title : _____

Name : _____

Date : _____

CERTIFICATION REGARDING LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title : _____

Date : _____

Name : _____

Signature: _____

National Institutes of Health
Contractor Performance Report
Standard Evaluation

Attachment J-4

Contract Data

| | | | |
|--|--------------------------|---------------------------------------|-----------------|
| Evaluation Type: Interim _ Final _ (check one) | | | |
| Evaluating Organization: | | Reporting Period: From _____ to _____ | |
| Contracting Office: | | Contract Number: | Order Number: |
| Contractor Name: | | Contractor Address: | |
| DUNS: | City: | State: | |
| Additional or Alternate Contractor Name: | Zip/Postal Code: | Country: | |
| TIN: | Industrial Code (NAICS): | Commodity Code: | Contract Type: |
| Contract Award Date: | | Contract Expiration Date: | Contract Value: |
| Requirement Description: | | | |

Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached Rating Guidelines).

Quality of Product or Service

| | | | | | |
|-------------------|---------|---------|---------|--------------|----------------|
| _0=Unsatisfactory | _1=Poor | _2=Fair | _3=Good | _4=Excellent | _5=Outstanding |
|-------------------|---------|---------|---------|--------------|----------------|

Government Comments for Quality of Product or Service (2000 characters maximum):

Cost Control (Rating and Comments for Cost Control are not required if contract type is Fixed-Price)

| | | | | | |
|-------------------|---------|---------|---------|--------------|----------------|
| _0=Unsatisfactory | _1=Poor | _2=Fair | _3=Good | _4=Excellent | _5=Outstanding |
|-------------------|---------|---------|---------|--------------|----------------|

Government Comments for Cost Control (2000 characters maximum):

Timeliness of Performance

| | | | | | |
|-------------------|---------|---------|---------|--------------|----------------|
| _0=Unsatisfactory | _1=Poor | _2=Fair | _3=Good | _4=Excellent | _5=Outstanding |
|-------------------|---------|---------|---------|--------------|----------------|

Government Comments for Timeliness of Performance (2000 characters maximum):

Business Relations

| | | | | | |
|-------------------------|---------------|---------------|---------------|--------------------|----------------------|
| 0=Unsatisfactory | 1=Poor | 2=Fair | 3=Good | 4=Excellent | 5=Outstanding |
|-------------------------|---------------|---------------|---------------|--------------------|----------------------|

Government Comments for Business Relations (2000 characters maximum):

Additional Info

Subcontracts

Are subcontracts involved? ☐ **Yes** ☐ **No** (*Check one*)

Government Comment on subcontracts (2000 characters maximum):

Contractor Key Personnel

Contractor Manager/Principal Investigator (*name*):

Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum):

Contractor Key Person (*name*):

Government Comment on Contractor Key Person (2000 characters maximum):

Contractor Key Person (*name*):

Government Comment on Contractor Key Person (2000 characters maximum):

Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan? ☐ **Yes** ☐ **No** ☐ **N/A** (*Check one*)

If this is a bundled contract, did the contractor meet the goals and objectives for small business participation?
☐_Yes ☐_No ☐_N/A (*Check one*)

Government Comments on Small Business Subcontracting Plan (2000 characters maximum):

Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications? ☐_Yes ☐_No ☐_N/A (*Check one*)

Government Comments on Small Disadvantaged Business Goals (2000 characters maximum):

Customer Satisfaction

Is/was the contractor committed to customer satisfaction? ☐_Yes ☐_No (*Check one*)

Would you recommend the selection of this firm again? ☐_Yes ☐_No (*Check one*) – *FINAL REPORT ONLY*

Government Comments on Customer Satisfaction (2000 characters maximum):

Admin Info

Project Officer/COTR

Name:

Phone:

Fax:

E-mail Address:

Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Alternate Contractor Representative (*Required to insure that at least one person is notified of evaluation*)

Name:

Phone:

Fax:

E-mail Address:

Contracting Officer:

Name:

Phone:

Fax:

E-mail Address:

Contractor Comments

Quality of Product of Service

☐ Contractor has elected not to comment

Contractor Comments for Quality of Product of Service (2000 characters maximum):

Cost Control

☐ Contractor has elected not to comment

Contractor Comments for Quality of Product of Service (2000 characters maximum):

Timeliness of Performance

☐ Contractor has elected not to comment

Contractor Comments for Timeliness of Performance (2000 characters maximum):

Business Relations

☐ Contractor has elected not to comment

Contractor Comments for Business Relations (2000 characters maximum):

Overall Comment

☐ Contractor has elected not to comment

Contractor Comments for Quality of Product of Service (2000 characters maximum):

Rating Guidelines

Quality of Product or Service

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

| | |
|----------------|---|
| Unsatisfactory | Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements. |
| Poor | Overall compliance requires significant Agency resources to ensure achievement of contract requirements. |
| Fair | Overall compliance requires minor Agency resources to ensure achievement of contract requirements. |
| Good | There are no, or very minimal, quality problems, and the Contractor has met the contract requirements. |
| Excellent | There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government. |
| Outstanding | The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |

Cost Control

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

| | |
|----------------|---|
| Unsatisfactory | Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, this level of ability to manage cost issues constitutes a significant impediment in consideration for future awards. |
| Poor | Ability to manage cost issues requires significant Agency resources to ensure achievement of contract requirements. |
| Fair | Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements. |
| Good | There are no, or very minimal, cost management issues and the Contractor has met the contract requirements. |
| Excellent | There are no cost management issues and the Contractor has exceeded the contract requirements, achieving cost savings to the Government. |
| Outstanding | The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where the contractor achieved cost savings and performance clearly exceeds the performance levels described as "Excellent". |

Timeliness of Performance

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

| | |
|----------------|---|
| Unsatisfactory | Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards. |
| Poor | Delays require significant Agency resources to ensure achievement of contract requirements. |
| Fair | Delays require minor Agency resources to ensure achievement of contract requirements. |
| Good | There are no, or minimal, delays that impact achievement of contract requirements. |
| Excellent | There are no delays and the contractor has exceeded the agreed upon time schedule. |
| Outstanding | The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |

Business Relations

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

| | |
|----------------|---|
| Unsatisfactory | Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards. |
| Poor | Response to inquiries and/or technical, service, administrative issues is marginally effective. |
| Fair | Response to inquiries and/or technical, service, administrative issues is somewhat effective. |
| Good | Response to inquiries and/or technical, service, administrative issues is consistently effective. |
| Excellent | Response to inquiries and/or technical, service, administrative issues exceeds Government expectation. |
| Outstanding | The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |

CONTRACTOR FURNISHED MATERIALS (MONTHLY) - ATTACHMENT J.5.

| No. | Description | Qty | | Remarks |
|----------|---|-----|------|-------------------------------|
| A | <u>Electrical Materials</u> | | | |
| | Fluorescent Lamp 1 x 40 W | 25 | ea | Philips |
| | T-steker | 10 | ea | |
| | Stop Kontak AC (MK) double + plug + outbow doos | 10 | ea | |
| | Steker + Kontra | 10 | ea | |
| | Cable NYM 3 x 2.5 mm2 | 2 | roll | big 5 |
| | Cable NYM 2 x 1.5 mm2 | 2 | roll | big 5 |
| | Cable CAT-5 | 1 | roll | Belden or equal |
| | Plug MK (3 pin) | 14 | ea | to replace DELL computer plug |
| | Fuse 5A | 20 | ea | for Voltage Regulator |
| | Fuse 10A | 20 | ea | for Voltage Regulator |
| | Fuse 20A (for Air Conditioner) | 10 | ea | |
| | Electrical Insulation Tape | 10 | ea | |
| | ON-OFF Switch | 5 | ea | |
| | Wanpro | 16 | ea | |
| | Ballast for TL 40 Watt | 20 | ea | |
| | Starter for TI 40 Watt | 20 | ea | |
| | Philips SL lightbulb 18 W | 4 | ea | |
| | TL Ring lightbulb 20W | 3 | ea | |
| | Philips Softone | | | |
| | Combination Plug 3-pin | 10 | ea | |
| | MCB 20 A Phase MG | | | |
| B | <u>Civil Construction Material</u> | | | |
| | Partition Board (Gypsum) | 20 | ea | |
| | Hollow | 1 | lot | |
| | Fisher | 1 | lot | |
| | Nail | 1 | lot | |
| | Rivet | 1 | lot | |
| | Accoustic Ceiling | 4 | box | |
| | Main Tee | 1 | lot | |
| | Cross Tee | 1 | lot | |
| | Angle for accoustic ceiling | 1 | lot | |
| | | | | |
| | Cement | 1 | lot | |
| | Sand | 1 | lot | |
| | Compound | 1 | lot | |
| | Wall Filler (Matex) | 1 | lot | |
| | Aica Aibon Glue | 1 | lot | |
| | | | | |
| | | | | |
| | | | | |

CONTRACTOR FURNISHED MATERIALS (MONTHLY) - ATTACHMENT J.5.

[illegible]

CONTRACTOR FURNISHED MATERIAL (MONTHLY) - ATTACHMENT J.5.

| No. | Description | Qty | | Remarks |
|----------|---|-----|-------|---------|
| | | | | |
| E | Cleaning Supplies | | | |
| 1 | Detergent Powder (Rinso 1 kg) | 8 | pouch | |
| 2 | Furniture Cleaner (Pledge Lemon) | 17 | pouch | |
| 3 | Naphtene (Kamper Ball) | 40 | bag | |
| 4 | Room Aerosol Spray (Bayfresh) | 21 | can | |
| 5 | Mosquito Aerosol Spray (Baygon) | 21 | can | |
| 6 | Cleaning Powder (VIM) | 4 | can | |
| 7 | Floor Cleaner (Super Pell 800 ml) | 36 | pouch | |
| 8 | Toilet Cleaner (Porstex 3.7 liter) | 2 | can | |
| 9 | Glass Cleaner (Clear 4 liter) | 2 | can | |
| 10 | Hand Soap @ 3.7 liter | 6 | pouch | |
| 11 | Dishwash Soap (Sunlight Lemon 800 ml) | 36 | pouch | |
| 12 | Stick Room Freshener (Glade Refill Lemon 70 gr) | 40 | pouch | |
| 13 | Napkin (Lap Kotak-kotak) | 20 | ea | |
| 14 | Soap Sponge (Scotch Brite) | 12 | pouch | |
| 15 | Closet Cleaner (Bebek Closet) | 16 | bag | |
| 16 | Trash Bin (Pengki Plastik) | 2 | ea | |
| 17 | Broom (Sapu Ijuk) | 4 | ea | |
| 18 | Coconut Broom (Sapu Lidi) | 2 | ea | |
| 19 | Wet Mop (Tarikan Air) | 2 | ea | |
| 20 | Plastic for Trash bin | 3 | kg | |
| 21 | Wet Mop Refill | 3 | ea | |
| 22 | Feather Duster (Kemoceng) | 2 | ea | |
| | | | | |
| | | | | |

GOVERNMENT FURNISHED MATERIALS - ATTACHMENT J.6.

| No. | Tools | Qty | Remarks |
|----------|--|-----|-----------------|
| | | | |
| A | Preventive Maintenance Tools | | |
| | 1. Steamer / Water Comp. | 2 | |
| | 2. Brush | 2 | |
| | 3. Gutter / Plastic | 2 | |
| | 4. Analyzer | 2 | |
| | 5. (Humidity, Sound, Temperature, Lux) Meter | 1 | 4 in 1 Tool |
| | 6. Air Flow Meter | 1 | |
| | 7. Vacuum Pump | 2 | |
| | 8. Flaring Tool | 2 | |
| | 9. Pipe Cutter | 2 | |
| | 10. Pipe Bender | 1 | |
| | 11. Leak Detector | 1 | |
| | 12. Sigmat | 1 | |
| B | Electrical Tools | | |
| | 1. Test Pen | 3 | |
| | 2. AVO Meter | 2 | |
| | 3. Philips Screwdrv. (+) | 4 | |
| | 4. Magnet Screwdrv. (-) | 4 | |
| | 5. Cutting Plier | 1 | |
| | 6. Soldering | 2 | |
| | 7. Combination Plier | 1 | |
| | 8. Long Nose Plier | 1 | |
| | 9. Pen Plier | 1 | |
| | 10. Ampere Plier | 1 | |
| | 11. Megger Tester | 1 | |
| | 12. Crippling Tool | 1 | |
| | 13. Skun Plier | 2 | |
| | 14. Clamp Meter (Tang Amper) | 1 | Kyoritsu |
| | 15. Cable Break Detector | 1 | System Research |
| C | Carpentry Tools | | |
| | 1. Hammer | 4 | |
| | 2. Elect. Planner | 1 | |
| | 3. Electric Saw | 1 | |
| | 4. Manual Saw | 3 | |
| | 5. Electric Drill | 2 | |
| | 6. Electric Sander | 1 | |

GOVERNMENT FURNISHED MATERIALS - ATTACHMENT J.6.

| No. | Tools | Qty | Remarks |
|----------|------------------------------|-----|---------|
| | | | |
| | 7. Ceramic Cutter | 1 | |
| | 8. Cement Spoon | 2 | |
| | 9. Mattock | 1 | |
| | 10. Water Pas (Level Meter) | 2 | |
| | | | |
| | | | |
| | 11. Distance Meter w/ roller | 1 | |
| | 12. Shovel | 1 | |
| | 13. Crow Bar | 2 | |
| | 14. Crow | 1 | |
| | 15. Scissor (Steel) | 2 | |
| | | | |
| | | | |
| D | Plumbing Tools | | |
| | 1. Pipe Wrench | 4 | |
| | 2. Snake, Drain Cleaner | 1 | |
| | 3. Air Compressor | 1 | |
| | 4. Manual Threader | 1 | |
| | 5. Gun Plier | 1 | |
| | 6. Spray Gun | 1 | |
| | 7. Fastener | 1 | |
| | 8. Ring Fastener | 1 | |
| | 9. Tapping Manual (Inches) | 2 | |
| | | | |
| E | Construction Tools | | |
| | 1. Welding Machine | 1 | |
| | 2. Gas Blender | 1 | |
| | 3. Rivet Gun | 2 | |
| | 4. Heavy Screwdrv. | 1 | |
| | 5. Rubber Hammer | 2 | |
| | 6. Godam Hammer | 1 | |
| | 7. Grinder | 1 | |
| | 8. File | 4 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EMERGENCY CREW - ATTACHMENT J. 7.7.2.

| NO. | POSITION | Emergency Weekdays 8 hours | Frequency of Overtime (monthly) | | RATE PER DAY Weekdays 08:00-16:00 | RATE PER HOUR | | TOTAL |
|-----|--|----------------------------------|---------------------------------|-----------------------------------|---|-------------------------|-----------------------------------|--------|
| | | | Weekdays 16:00-19:00 | Weekend/Holidays 08:00 - 16:00 | | Weekdays 16:00-19:00 | Weekend/Holidays 08:00 - 16:00 | |
| | | Day/Year | Time/month | Time/month | Rupiah | Rupiah | Rupiah | Rupiah |
| 1 | Quality Assurance Inspector(1) | - | - | 4 | | | | |
| 2 | Foreman (1 person) | - | - | 8 | | | | |
| 3 | Assistant Foreman (1 person) | - | - | 5 | | | | |
| 4 | Multiskill (2 persons) | - | 10* | 12* | | | | |
| 5 | Electrician** (1 person) | - | 18 | 5 | | | | |
| 6 | Carpenter/Plumber (3 persons) | - | 6* | 18* | | | | |
| 7 | Janitor (11 persons) | - | 80* | 40* | | | | |
| 8 | Additional Labour Daily | 198 | - | - | | | | |
| | Notes: | | | | | | | |
| | *) Estimated overtime for 2 persons (Multiskill), | | | | | | | |
| | 3 persons (Carpenter/Plumber) and 8 persons (janitors) | | | | | | | |
| | **) This person has to stay until the office close. | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis, _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a),

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent~

Name _____

TIN _____

[End of Provision]

K.2 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals---

- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not () within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

- (ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency,
- (a)(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions),

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances-
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K.3 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 7349.
(2) The small business size standard is 50 employees.
(3) The small business size standard for a concern which submits an offer in its own

name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern.
- (2) Complete only if offeror represented itself as a small business concern in block (b) (1) of this section). The offeror represents for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision). The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

- (c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more individuals who are both socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (d) Notice
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of a fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K.4 752.226-1 DISADVANTAGED ENTERPRISE REPRESENTATION (APR 1991)

The offeror/contractor shall submit a representation in the following form to the contracting officer:

- (a) Representation. The offeror represents that:
- (1) It ☐ is, ☐ is not a small disadvantaged business.
 - (2) It ☐ is, ☐ is not an historically black college or university, as designated by the Secretary of Education pursuant to 34 CFR 608.2.
 - (3) It ☐ is, ☐ is not a college or university having a student body in which more than 40 percent of the students are Hispanic American.
 - (4) It ☐ is, ☐ is not a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged.
- (b) Definitions.
- (1) "Asian Pacific Americans," as used in this provision means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the

Federated States of Micronesia.

- (2) "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals.
- (3) "Native Americans," as used in this provision means American Indians, Eskimos, Aleuts, and native Hawaiians.
- (4) "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals.
- (5) "Small business concern," as used in this provision, means a U.S. concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualifies as a small business under the criteria and size standards in 1.3 CFR 121.
- (6) "Small disadvantaged business," as used in this provision, means a small business concern that:
 - (i) (i) Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and
 - (ii) Has its management and daily business controlled by one or more such individuals,
- (7) "Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.
- (c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and women.

[End of Provision]

K.5 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it [] is, [] is not a State agency or charitable institution, and that it [] is not immune, [] is partially immune, [] is totally immune from tort liability to third persons.

[End of Provision]

K.6 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract.) and [] agrees to the terms and conditions set forth therein; or [] has the following exception (continue on a separate attachment page, if necessary):

[End of Provision]

K.7 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for, making false statements in offers.

| | |
|----------------------|-------|
| Solicitation No. | _____ |
| Offer/Proposal No. | _____ |
| Date of Offer | _____ |
| Name of offeror | _____ |
| Typed Name and Title | _____ |
| Signature Date | _____ |

[End of Provision]

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 3:00 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (1) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (2) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English and cost information shall be in Indonesian Rupiah.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
 - (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall

have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and may award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price

of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.2 EVALUATION OF FOREIGN CURRENCY OFFERS.

The Government will evaluate offers by converting the foreign currency to United States currency using the official U.S. Government U.S. Dollar/Rupiah Exchange Rate issued by the U.S. Embassy in effect on the date specified for receipt of offers or on the date specified for the receipt of final proposal revisions, whichever is applicable. **Cost Proposal shall be submitted in Indonesian Rupiah.**

L.3 TYPE OF CONTRACT

The Government contemplates award of a cost-plus-fixed-fee time and materials (term form) contract resulting from this solicitation.

L.4 SERVICE OF PROTEST

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General

Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Dale J. Gredler
Office of Procurement
USAID/Jakarta
Jl. Medan Merdeka Selatan 3-5
Jakarta 10110, Indonesia

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

L.5 SITE VISIT

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and Local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

USAID will conduct a site visit pre proposal conference at the American Embassy on June 8, 2006 at 1:00 p.m. Any potential bidder wishing to attend this site visit must pre register per the process set forth in this solicitation.

L.6 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails and refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

L.7 REQUIREMENT FOR PAST PERFORMANCE REFERENCES

The offeror shall submit, as part of its proposal, information on previously performed contracts or on-going contracts that are similar to the statement of work in the solicitation performed for federal, state, and local governments and for commercial firms. Information shall be provided on either (1) all such contracts within the past three years, or (2) the last ten such contracts performed, whichever is fewer, and shall be limited to the name and address of the organization for which the services were performed and the number (phone, fax or Internet) of at least two contacts for each contract listed. The offeror should not describe past performance history in the

proposal. The information may include, however, discussion on any major problems encountered on the contracts listed and the corrective action taken to resolve them. The information may also include a description of any quality awards earned by the offeror. The offeror is advised that USAID may obtain past performance information from other than sources identified by the offeror, USAID will use past performance information both for responsibility determination and the best value decision.

L.8 GENERAL INSTRUCTIONS TO OFFERORS

- (a) The offeror should submit one original and three copies of a technical proposal and one original and three copies of a cost proposal. The Technical Proposal and Cost Proposal must be kept separate from each other and submitted in separate envelopes. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

- (b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

- (c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

- (d) In case of any disagreements or discrepancies between the terms and conditions of this RFP and the FAR, the latter shall prevail.
- (e) The offeror shall follow the instructions contained in this RFP and supply all information and signatures/certifications, as required. Failure to furnish all information requested may disqualify a proposal.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

- (a) The Technical Proposal in response to this solicitation should address how the offeror intends to carryout the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.
- (b) The past performance references required by section L.7 shall be included as an annex or attachment of the technical proposal.

- (c) The technical proposal should, at a minimum, include the following:
- (1) A description of the Offeror's organizational capabilities, including the qualifications of both management and administrative staff.
 - (2) A full description of previous experience in work related to the work required for this contract.
 - (3) A detailed description of how the Offeror intends to carry out the management of the activities required by this contract, including a management and organization plan.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE BUSINESS AND PRICE PROPOSAL

- (a) **All Cost Proposal shall be in Indonesian Rupiah only.**
- (b) Each offeror shall provide a proposed fixed price for administration of personnel and services to be performed by them as described in Section B. Supporting information should be provided in sufficient detail to allow a determination of the reasonableness of the price proposed. This will include a breakdown of how the offeror established the amount proposed along with a description of any subcontractual arrangements anticipated by the prime contractor.
- (c) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.
- (d) Details of the offeror's management structure as it relates to performance of services described in Section C.
- (e) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well. (Note: Some of these I representations may not apply to local contractors; therefore, failure to complete any of the aforementioned representations will NOT be grounds for considering an offer as non-responsive.)
- (f) The offeror and each subcontractor shall include a Statement of Contingent Fees (SF 119) if required by Section K.
- (g) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for

the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.)

- (h) Plug figures for Cleaning Supplies, Building Maintenance Materials, Pumping/Cleaning Septic Tanks, and Gardening to be used in the Cost Proposal are as follows:

| | <u>First Year</u> (Rp.) | <u>Second Year</u> (Rp.) | <u>Third Year</u> (Rp.) |
|-----------------------------------|----------------------------|-----------------------------|----------------------------|
| Cleaning Supplies | 54,000,000 | 59,400,000 | 65,340,000 |
| Building Maintenance Materials | 144,000,000 | 158,400,000 | 174,240,000 |
| Pumping/Cleaning Septic Tanks | 6,000,000 | 6,600,000 | 7,260,000 |
| Gardening | 6,000,000 | 6,600,000 | 7,260,000 |

All offerors shall use these same plug figures. For detail information re cleaning supplies, please see Attachment J.7.5.E. Cleaning Supplies.

- (i) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(END OF SECTION L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BEST VALUE PROCUREMENT

The Government will select a contractor whose proposal offers the best value to the Government. Best value (FAR 2.101 definitions) means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

The trade-off process (FAR.15.101-1) will be utilized in selection of the contractor. For this procurement, technical proposal merits are considered significantly more important than the cost proposal for deciding who best might perform the work. Cost realism and reasonableness will be important criteria and may be the determining factor in the event that the proposals receiving the highest ratings are closely ranked. Therefore, after the final evaluation of the proposals, the Contracting Officer will make the award to the offeror whose proposal offers the best value to the Government considering both technical and cost factors.

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

- (a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.
- (b) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation. Offerors should note that these criteria:
 - (1) serve as the standard against which all proposals will be evaluated, and
 - (2) serve to identify the significant matters which offerors should address in their proposals.
- (c) Prospective offerors are forewarned that a proposal with the lowest estimated cost may not be selected if award to a higher priced proposal affords the government a greater overall benefit. All evaluation factors when combined are significantly more important than cost or price. However, the estimated cost is an important factor and the estimated cost to the Government increases in importance as competing proposals approach equivalence and may become the deciding factor when technical proposals are approximately equivalent in merit.
- (d) Cost estimates will be analyzed as part of the proposal evaluation process but separate from the Technical Proposal. Proposed costs may be adjusted, for the purposes of

evaluation, based on results of the cost analysis and its assessment of reasonableness, completeness, and credibility. Cost and Technical clarifications will be conducted during discussions, if any.

| | <u>Points</u> |
|---|---------------|
| M.2.1 Experience and Capabilities of Offeror's Organization | 60 |
| - Experience in managing large numbers of service personnel (30) | |
| - Organization's capability to provide services by the required start date (15) | |
| Management and organization plan for contract performance (15) | |
| M.2.2 Technical Approach and Responsiveness of Proposal (Understanding of requirements, clarity and creativity of proposed approach to delivery of required services) | 20 |
| M.2.3 Past Performance section L.7. | <u>20</u> |
| TOTAL SCORE : | 100 |

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

- (a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer. A competitive range determination (if necessary) may take place at any point in the evaluation process.
- (b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (c) This procurement uses a best value approach. Consequently, the overall evaluation, methodology set forth in Section M.2 above will be used by the Contracting Officer as a guide in determining which proposal offers the best value to the U.S. Government. In accordance with FAR 52.215-1, set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal represents the best value to the U.S. Government after evaluation in accordance with factors and sub factors in this solicitation.

[END OF SECTION M]